

**WHILE THE LEASE AND ASSOCIATED RFI DOCUMENTS ARE INTENDED TO BE  
IN SUBSTANTIALLY THE SAME FORM, TVA RESERVES THE RIGHT TO MAKE  
MODIFICATIONS IT REQUIRES IN ITS SOLE DISCRETION.**

This instrument was prepared by:  
Asset Solutions  
Facilities Management  
TENNESSEE VALLEY AUTHORITY  
Knoxville, Tennessee 37902-1401

CONTRACT NO.  
For Space  
At  
Short Code:

**LEASE**

By and Between

\_\_\_\_\_  
and  
**TENNESSEE VALLEY AUTHORITY**

**THIS LEASE** (“**Lease**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ by  
and between \_\_\_\_\_, a  
\_\_\_\_\_ (“**Lessor**”) with an address of \_\_\_\_\_, and the **TENNESSEE  
VALLEY AUTHORITY**, an agency and instrumentality of the United States of America, acting on  
behalf of the United States of America (“**TVA**”).

**TERMS AND CONDITIONS**

**NOW THEREFORE**, in consideration of the premises, mutual covenants and agreements set  
forth herein, the parties hereto agree as follows:

1. **Premises.** Subject to the terms and conditions set forth herein, Lessor hereby leases to  
TVA and TVA hereby leases from Lessor the following described premises with all improvements and  
appurtenances thereto:

A building containing a minimum of \_\_\_\_\_ gross square feet, which shall be determined  
using the ANSI/BOMA standards (“**Base Building**”) and constructed in accordance with Design  
Intent Documents (defined below) and an adjacent parking lot with a minimum of \_\_\_\_\_ parking  
spaces plus any legally required handicap spaces (collectively, the “**Premises**”).

2. **Construction and Acceptance.** The build-out of the Premises shall be completed in  
accordance with the following terms and conditions and in a manner satisfactory to TVA, in its sole  
discretion. In addition, TVA reserves the right to approve the general contractor in its sole discretion.

a. Lessor shall submit a construction schedule to TVA’s designated project manager (“**TVA  
Project Manager**”). Said schedule shall contain the dates on which the various phases of design  
and construction of the Premises will be completed including review and approval of the  
Construction Documents (defined below);

b. Lessor shall prepare final Construction Documents in accordance with the requirements set forth in Exhibits A, B and C, which are attached hereto and made a part hereof (collectively, the “**Design Intent Documents**”). The Construction Documents shall include at minimum the following architectural and engineering drawings: a site plan, architectural floor plan(s), reflected ceiling plans, elevation drawings, electrical power and lighting plans, mechanical HVAC, plumbing plans, including fire safety, structural frame plans, and specifications (collectively, the “**Construction Documents**”). The Construction Documents shall be (i) stamped by design professional(s) licensed in the appropriate discipline and (ii) completed in accordance with all state, local and federal laws including those set forth in Section 9 hereof. All public and building support spaces used by TVA or TVA visitors (i.e., public restrooms, lobby, ingress and egress pathways, parking areas and access, etc.), although outside the Premises, must also comply with Section 9 hereof;

c. TVA shall have the right to review and approve the Construction Documents and revisions thereto. Accordingly, Lessor shall provide TVA with six (6) sets of the Construction Documents (or as otherwise requested by the TVA Project Manager) for its review as discussed herein. Construction activities shall not be commenced until such time as TVA has approved the Construction Documents in writing in accordance herewith;

d. In the event TVA requires any revision to the Construction Documents, TVA shall give Lessor notice of such requirement within ten (10) business days of TVA’s receipt of the Construction Documents. Lessor shall have ten (10) business days from its receipt of said notice to remedy the items required by TVA and to resubmit the Construction Documents to TVA for it to review the required revisions. TVA shall inspect and ultimately accept or reject in writing, in accordance herewith;

e. Once TVA is satisfied the Construction Documents meet the requirements set forth herein, TVA shall send an approval notice to the Lessor, and the Lessor shall finalize the Construction Documents for the Premises within ten (10) days of such notice. Notwithstanding TVA’s review and approval of the Construction Documents, the Lessor is solely responsible and liable for the technical accuracy of the Construction Documents;

f. Lessor shall provide the TVA Project Manager written progress reports at weekly intervals and at any time upon TVA’s request. Each report shall include information as to the (i) percentage of the work completed by phase and trade, (ii) expected completion and occupancy date, (iii) modifications to the work, and (iv) notes regarding matters such as material shortages, strikes, weather, and so on. Upon TVA’s request, Lessor shall conduct weekly meetings to brief the TVA Project Manager on the progress of the design and construction of the Premises;

g. The TVA Project Manager or a designated technical representative shall have the right to conduct periodic inspections of the Premises to review compliance with the Construction Documents; provided, however, said inspections shall not be interpreted as TVA’s approval of Lessor’s progress. The Lessor shall be fully responsible for ensuring that the final Premises, and all public and building support spaces used by TVA or TVA visitors, are in full accordance herewith;

h. Ten (10) business days prior to the completion of the Premises, Lessor shall submit written notice to TVA that the Premises are available for inspection. Within five (5) business days of the inspection, TVA shall either accept or reject, in writing, based on the following:

(i) The Premises shall be accepted by TVA, subject to the completion of all minor punch list items, if the Premises are substantially completed in accordance herewith, or

(ii) The Premises may be rejected if the Premises are not substantially completed in accordance herewith. Thereupon, Lessor shall immediately take action to substantially complete the Premises. Upon substantial completion, Lessor shall notify and TVA shall inspect and ultimately, accept or reject in accordance herewith;

i. Lessor shall provide a copy of the Certificate of Occupancy for the Premises issued by the appropriate governmental agency (“CO”) before TVA will accept the Premises, which in no event shall be later than \_\_\_\_\_ (“**Completion Date**”). If the local jurisdiction does not issue a CO, the Lessor shall consult the TVA Project manager to determine what alternative documentation shall be required;

***Use this paragraph for Build-to-Suit:***

j. The following documents must be delivered to TVA within thirty (30) days of occupancy: (i) two (2) hardcopies of the final stamped Construction Documents, (ii) two (2) hardcopies of the final documents that accurately represent the Premises as constructed (“As-built Documents”), (iii) one (1) set of the final As-built Documents generated by a Computer-Aided Design program, and (iv) a finish notebook with specifications and samples. Each of the aforementioned items shall be provided in a form and manner satisfactory to TVA, in its sole discretion;

***OR***

***Use this paragraph for Existing:***

j. The following documents must be delivered to TVA within thirty (30) days of occupancy: (i) one (1) set of drawings of the Premises and building as each existed prior to build-out of the Premises, (ii) two (2) hardcopies of the final stamped Construction Documents, (iii) two (2) hardcopies of the final documents that accurately represent the Premises as constructed (“As-built Documents”), and (iv) one (1) set of the final As-built Documents generated by a Computer-Aided Design program, which shall be a manner and form satisfactory to TVA in its sole discretion;

k. In the event TVA has been unable to occupy the Premises by the Completion Date based on the Lessor's failure to satisfy the terms and conditions set forth herein, Lessor shall be liable to TVA for the following:

(i) An amount equal to \$(TBD) for each calendar day of delay beginning on the Completion Date and continuing until the Premises are complete delivered to and accepted by TVA in accordance herewith (“**Estimated Damages**”); and

(ii) Estimated Damages are in addition to excess costs of completion of the Premises in the event the Lessor defaults and TVA employs Section 6 to perform Lessor's obligations hereunder. The Estimated Damages are intended to compensate TVA for extra cost and expense incurred, which may be difficult to determine but in no way are considered to

penalize the Lessor. Lessor shall not be liable for the Estimated Damages under this Lease to the extent such delay was caused solely by TVA; and

1. If Lessor fails to deliver the Premises within sixty (60) days from the Completion Date, TVA, at its sole option, may terminate the Lease and/or take advantage of any and all other remedies available to it. In the event TVA terminates the Lease in accordance herewith, Lessor shall be liable to TVA for Estimated Damages until such time as the Premises has been completed in accordance herewith or TVA has procured space, which in its sole discretion is comparable and suitable to meet its needs and requirements.

3. Lease Term. Upon receipt of the CO, Lessor shall immediately attach a copy of the CO to the commencement letter (“**Commencement Letter**”) and forward the same to TVA’s Administering Agent (defined below). The Commencement Letter shall (a) set forth the commencement date of the Lease term, which shall begin within three (3) days from the date of TVA’s receipt of the Commencement Letter (“**Commencement Date**”). The term of the Lease shall begin on the Commencement Date and shall expire 120 months therefrom (“**Term**”), unless earlier terminated in accordance herewith. Notwithstanding anything to the contrary contained herein:

a. Subject to the terms and conditions contained herein, commencing on the sixtieth (60<sup>th</sup>) month of the Term and at any time thereafter, TVA terminate the Lease, without regard to rental periods, upon one (1) year’s prior written notice to Lessor. Said notice shall establish the date upon which the Lease shall terminate;

b. TVA shall have the option to extend the Lease for two (2) additional five (5) year periods upon one-hundred eighty (180) days’ prior written notice to Lessor prior to the end of the then-current Term. TVA may extend the Term at the current fair market rate which shall not be greater than 15% above Rent paid during the last month of the Term; and

c. TVA shall have the right, as part of the consideration for the Lease, to continue in possession of the Premises after the end of the Lease Term, and in that event this Lease shall be automatically extended on a month-to-month basis at same rate of Rent in effect during the last month of the Lease Term; provided, however, such month-to-month occupancy shall not constitute a new Lease Term, and can be terminated by either party upon thirty (30) days prior written notice.

4. Rent. The monthly rent (“**Rent**”) shall begin to accrue on the Commencement Date and shall be paid as follows:

a. TVA shall pay Lessor the Rent for the Premises at the full-service monthly rate, which includes compensation payment for all costs and expenses in connection with this Lease, as outlined below:

-----**INSERT RENT SCHEDULE**-----

b. Subject to the terms and conditions contained herein, payment of Rent accrued hereunder shall be made during the first six (6) days of each calendar month for the previous month covering Rent up to and including the last day of the preceding month. Rent for any period less than one (1) month shall be apportioned on a thirty (30) day basis.

5. Lessor's Obligations. As part of the Rent, Lessor shall provide the following services to TVA during the Term in accordance herewith:

- a. Two (2) non-consecutive days each week, cleaning and janitorial services, including, but not limited to, trash removal (including recycling as identified by TVA), restroom and break room cleaning and restock of soaps and paper supplies, floor cleaning, annual carpet cleaning, and semi-annual window cleaning. All cleaning techniques shall comply with manufacturer's recommendations;
- b. Electric and water utilities during the hours of 6:30 a.m. until 6:30 p.m., Monday through Friday ("**Normal Business Hours**") or at other times for Emergency Requirements (defined below);
- c. Lamp and ballast replacement for light fixtures;
- d. Heating, ventilating and air conditioning service maintained at a temperature between 74 +/- 2 degrees Fahrenheit at all occupied locations during Normal Business Hours, Monday through Friday or other times as defined by Emergency Requirements;
- e. Grounds maintenance to include exterior lighting fixtures (excluding TVA signage), exterior yard and parking area maintenance and cleaning, snow and ice removal, and pest control;
- f. Maintenance of the Premises to keep same in good repair and tenantable condition, including, but not limited to complete maintenance of the structural integrity of the Base Building, including foundation, floor, walls, roof, mechanical, electrical, plumbing and all other Base Building systems;
- g. Replacement of carpet and/or flooring shall be completed at a minimum of every ten (10) years with touch-up painting or repainting of the Premises to be completed every four (4) years or upon TVA's request;
- h. Repair or replacement of interior finishes, at Lessor's expense, at any time during the Term when any item or material has a defect, which may include (i) exposed backing or underlay, (ii) noticeable variations in surface color or texture, and/or (iii) any hazard, damage or other safety issue. Repair or replacement shall include moving and replacing the furnishings and partitions, at no additional cost or expense to TVA. Work shall be performed after Normal Business Hours;
- i. All repairs or replacements shall match the existing finish in place or, in the event of discontinuation of a material or product failure, Lessor shall submit no less than three (3) substitution specifications, of like or better quality, with material samples to TVA for review, selection and approval. Repair and replacement implementation shall minimize obvious differences in material dyelots and matching appearances, within reason, and shall be approved by TVA prior to implementation;
- j. No maintenance and/or services shall be performed by Lessor under conditions which are unsanitary, hazardous, or dangerous to the health and safety of employees engaged to perform the services or to TVA's employees occupying the Premises;

- k. Lessor shall not be responsible for out of the ordinary maintenance, which was necessitated solely by the gross negligence or willful misconduct of TVA, the United States, their officers, agents, employees, contractors, or subcontractors;
- l. Upon request by TVA, Lessor shall provide the maintenance records within ten (10) days for inspection by TVA;
- m. Requests for repairs or maintenance shall be addressed only by TVA's Authorized Agents and/or Facilities Management 2700 Customer Service personnel;
- n. Lessor shall maintain and operate the Premises in accordance with all applicable laws, regulations, ordinances, and rules;
- o. Lessor shall provide Premises free of hazardous materials according to applicable federal, state, and local environmental regulations. In addition, the Lessor shall promptly investigate complaints and shall implement the necessary controls and corrective actions required to address the complaint. If the Lessor fails to exercise due diligence, TVA may implement a corrective action program and deduct its costs from the Rent;
- p. TVA reserves the right to conduct independent assessments and detailed studies on the Premises, as well as in space serving the Premises (e.g., common use areas, mechanical rooms, HVAC systems and the like). Lessor shall assist TVA in its assessments and detailed studies by (i) making available information on building operations and Lessor activities, (ii) providing access to Premises for assessment and testing, if required, and (iii) implementing corrective measures required by TVA;
- q. Lessor shall provide to TVA material safety data sheets upon request. TVA reserves the right to review such products used by the Lessor in or around (i) the Premises, (ii) common building areas, (iii) ventilation systems and zones serving the Premises, and (iv) the area above suspended ceilings and engineering space in the same ventilation zone as the Premises;
- r. TVA may require documentation of proper operations or testing prior to occupancy of systems including fire alarm, sprinkler, and/or emergency generator to ensure proper operation. Any such tests shall be witnessed by a designated representative of TVA and shall be performed at no cost or expense to TVA;
- s. TVA may require, and Lessor shall provide, certain other provisions for emergency operations including but not limited to full or partial building services for the Premises after Normal Business Hours ("**Emergency Requirements**"). These Emergency Requirements shall be at TVA's expense. TVA shall reimburse Lessor within thirty (30) days of the receipt of invoice from Lessor for work actually performed and previously approved by TVA in writing;
- t. Lessor and any non-TVA personnel, who require entry to the Premises for maintenance or other permitted and necessary reasons, shall be required, at TVA's sole discretion, to undergo a background check and obtain a proximity card reader to be used for limited access to the Premises; and
- u. Lessor shall provide, at TVA's sole option, an Allowance as defined in Attachment I, which is attached hereto and incorporated herein by reference.

6. TVA Remedies. If any of the covenants, obligations or services to be observed, furnished or performed by Lessor are not observed, furnished or performed; if replacement or repairs are not completed in accordance herewith; and/or if Lessor fails to maintain the Premises in good repair and tenantable condition in accordance herewith, then after ten (10) days' written notice to Lessor, TVA may, on Lessor's behalf, perform or hire to be performed any obligations, work or necessary repairs as it sees fit and in addition, may use its own contractual forces and offset such costs from any Rent due or to become due hereunder.

7. TVA Alterations and Restoration of Premises. The parties hereto hereby agree to the following:

a. During the Term or any extension thereof, TVA shall have the right to make alterations, attach fixtures, and erect additions, structures and signs ("Alterations"), on or about the Premises, all of which shall remain the property of TVA and may be removed therefrom by TVA before the termination of the Term, or any extension thereof; provided, however, TVA shall repair any damages caused by the removal of said alterations. If TVA chooses to leave such alterations, fixtures, additions, structures or signs in place at time of vacating the Premises, said items shall become the property of the Lessor at termination of the Lease at no additional cost or expense to TVA;

b. Notwithstanding anything to the contrary contained herein, during the Term or any extension thereof, TVA shall have the right to either contract with Lessor or with a contractor of TVA's choosing (which may include TVA's employees) to complete the Alterations. TVA shall reimburse Lessor within thirty (30) days of the receipt of invoice from Lessor for work actually performed and previously approved by TVA in writing; and

c. TVA shall have no responsibility to repair or restore the Premises and shall not be liable for any damage resulting from or occasioned by ordinary wear and tear, circumstances over which TVA has no control, or by the elements, including fire or casualty not caused solely by either the gross negligence or willful misconduct of TVA, the United States, their officers, agents, employees, contractors, or subcontractors.

8. Signage. During the Term or any extension thereof, TVA shall have the right to erect signage upon the Premises including street front signage, exterior building signage, interior signage or directory signage at the entrance to the Premises. All signage shall remain the property of TVA and may be removed therefrom by TVA before the expiration of the Term, or any extension thereof.

9. Legal Compliance. The following provisions and any amendments thereto, are incorporated herein by reference and made a part of the Lease, and any extension thereof. With respect to the building structure, means of egress, fire protection, and building service equipment for the Premises, Lessor shall comply with the National Fire Protection Association Life Safety Code, NFPA No. 101-1991; the Occupational Safety and Health Act of 1970 (84 Stat. 1590), including specifically the standards and requirements contained in Part 1910 of Title 29, Code of Federal Regulations; Accessibility Guidelines for American's with Disabilities Act (ADAAG), August 1992; the Southern Standard Building Code of 1991 with 1993 revisions; and the seismic provisions of the 2000 International Building Code. In addition, Lessor shall comply with all other applicable city, state, and federal laws, codes, ordinances, rules and regulations and in the event conflict thereof, the more stringent shall apply. If Lessor does not comply with the provisions listed herein, TVA shall have the right to take any action it deems necessary,

including, but not limited to, offsetting the Rent for reimbursement of any fees, damage claims and/or additional cost and expense incurred by TVA.

10. Destruction of Premises. If the Premises are destroyed by fire, other casualty or otherwise rendered totally untenantable by fire, other casualty, or any other reason as determined by TVA and Lessor, the Lease shall terminate as of the date of such fire, casualty, or other reason. If a portion of the Premises is destroyed by fire or other casualty and rendered untenantable, as determined by TVA and Lessor, the Rent for such portion of the Premises shall abate proportionately from the date of such fire or casualty until that portion of the Premises is fully restored to its previous condition by Lessor and accepted by TVA. If the work necessary for the restoration of a damaged or untenantable portion of the Premises results in additional portions of the Premises being untenantable as determined by TVA and Lessor, the Rent therefor shall abate for the period of time such portions are untenantable. If Lessor does not commence promptly to restore the damaged or destroyed portion of the Premises and any other affected areas to a tenantable condition and thereafter complete the restoration within a reasonable time, as determined by TVA, then TVA may terminate the Lease and/or take advantage of any and all other remedies available to it hereunder or at law.

11. Indemnification and Insurance. The parties hereby agree to the following:

a. Indemnification of Lessor by TVA. TVA shall indemnify, defend, and hold harmless Lessor, its officers, agents, contractors, subcontractors and employees from any and all claims, whether based on common law or asserted under any Federal, State, or local laws, regulations, or ordinances whatsoever, for personal injury, including death, property damage, and any and all fines or penalties arising from the gross negligence acts or willful misconduct of TVA, the United States, their contractors, subcontractors, officers, employees, and agents (collectively, the "TVA Parties") acting in the course and scope of their employment in performing activities on the Premises. This indemnification shall not extend to any damages to the Premises or claims of any sort relating to the Premises which were not solely caused either by the TVA Parties' actions on or relating to the Premises, TVA Parties' gross negligence or willful misconduct which occurred on the Premises, or the gross negligence or willful misconduct of TVA Parties acting in the course and scope of their employment in performing activities on the Premises. Any liability of either TVA or the United States to Lessor for damage to the Premises by fire is controlled by Section 10 hereof.

b. Indemnification of TVA by Lessor. Lessor shall indemnify, defend, and hold harmless TVA, the United States, their contractors, subcontractors, directors, officers, representatives, agents, and employees from any and all claims whether based on common law or asserted under any Federal, State, or local laws, rules, regulations or ordinances whatsoever, for personal injury, including death, property damage, and any fines or penalties to the extent such arise from the negligent acts, omissions, or willful misconduct of Lessor, its officers, agents, employees, contractors, subcontractors, successors and/or assigns and their respective employees and agents.

c. Insurance. At all times during the Term, Lessor shall obtain and maintain in effect policy of Commercial General Liability ("CGL") insurance, with combined single limits of One Million Dollars (\$1,000,000). The CGL policy shall name TVA, its directors, officers, employees, contractors, representatives, and agents as additional insureds; state that it is primary and non-contributory; contain a waiver of subrogation clause in favor of TVA; contain a severability of interest clause; and state that it will provide TVA with thirty (30) days' prior written notice of any



material change to the CGL policy. Such insurance shall be issued by insurance companies licensed to do business in the State of \_\_\_\_\_, with an insurer which has an A.M. Best rating of "A" or better. Neither the issuance of any insurance policy required under the Lease, nor the minimum limits specified herein for Lessor's insurance coverage, shall be deemed to limit in any way Lessor's liability arising under or out of the Lease. Lessor will deliver certificates of insurance to TVA promptly upon the execution of this Lease, and at any other time upon TVA's request. The Lessor shall provide at least thirty (30) days' written notice of cancellation, expirations, terminations, and alterations of said insurance policies.

d. Insurance on the Premises. Prior to the commencement of, and at all times during the Term, Lessor shall obtain and maintain a property insurance policy for the replacement value of the Premises, in accordance with the standards set forth in above.

12. Standard Clauses. The following conditions and certifications published in Title 18, Code of the Federal Regulations, part of 1316 (Federal Register, April 29, 1993, with any subsequent revisions) are hereby incorporated by reference to the extent applicable:

a. Officials Not to Benefit; and

b. Affirmative Action and Equal Opportunity.

13. Waiver and Modification. No waiver or modification of any provision of the Lease shall be effective unless it is in writing and signed by the party hereto against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. TVA's failure to insist, in any one or more instances, upon strict performance of any term, covenant or condition of the Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The Lease may not be amended or supplemented except by a written instrument executed by all the parties

14. No Third Party Beneficiary Agreement. It is understood that the Lease is in no way a third-party beneficiary agreement. It is entered solely to regulate the relationship between TVA, the United States, and Lessor with respect to the Premises. The parties do not intend it to create any obligations to any third parties, which are enforceable by such parties.

15. Notices. All invoices, notices, requests, demands, or other correspondence shall (a) be in writing; (b) be sent by overnight courier service or first class registered or certified mail, postage prepaid, return receipt requested, to the Administering and Amending Agent; and (c) not be effective when sent by fax shall until the date mailed via U.S. Mail, postage prepaid or overnight delivery service.

16. Authorized Agents. The Administering Agent for each party is the official responsible for administering the performance of the Lease on a day-to-day basis, but does not have authority to amend or terminate the Lease. The Amending Agent for each party is the official with authority to amend and/or terminate the Lease on behalf of that party. The Authorized Agents for administering and amending the Lease are as follows:

**FOR TVA:**

The Amending Agent: \_\_\_\_\_

The Administering Agent: \_\_\_\_\_

**FOR LESSOR:**

The Amending Agent: \_\_\_\_\_

The Administering Agent: \_\_\_\_\_

Either party may change any of its Authorized Agents by forwarding written notice to the other in accordance with the Notice provision set forth above.

17. Governing Law. This Lease is governed by and is to be construed under Federal law, and to the extent not inconsistent with Federal law, the laws of the State of \_\_\_\_\_.

18. Severability. Except where the manifest purposes of the Lease may thereby be materially impaired, if any of the provisions of the Lease, or the application thereof to any person or circumstances, shall be invalid or unenforceable, the remainder of the Lease, or the application of such provision or provisions to person or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and every other provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

19. Cumulative Rights and Remedies. The rights and remedies of the parties under the Lease or under any section, subsection or clause hereof, shall be cumulative and in addition to any and all other right or remedies which the parties have or may have elsewhere under the Lease or at law or equity, whether or not so expressly stated.

20. Entire Agreement. The Lease is the entire agreement of the parties and supersedes any prior representations, promises, agreements or understandings with respect to the subject matter hereof and may be executed in counterparts and by facsimile.

21. Miscellaneous. The Lease shall be binding on and inure to the benefit of the parties and their respective successors and/or assigns.

22. Binding Agreement and Authority. Lessor hereby represents has full right and authority to enter into this Lease, and each of the persons signing on behalf of Lessor is authorized to do so. Lessor warrants that it is not necessary for any other person, firm, corporation, agency or entity to join in the execution of this Lease to make the execution by Lessor complete, appropriate and binding.

23. Force Majuere. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease because of any strike, lockout, labor dispute, inability to obtain labor or materials, Act of God, enemy or hostile governmental action, insurrection, sabotage, fire or other casualty, or any other similar condition beyond the reasonable control of the responsible party, then the time to perform the obligation or satisfy the condition shall be extended for a period of time equal in length to the event. This shall not apply to any delays caused by the failure to obtain financing. The party who is unable to perform shall provide the other party with written notice immediately upon the occurrence of an event of Force Majuere, which describes said event.

24. Quiet Enjoyment. Lessor covenants and warrants that so long as TVA pays the Rent and observes and performs all other terms, conditions and covenants on TVA's part to be observed and performed, that neither Lessor nor any person claiming through Lessor shall take any action to interfere with TVA's peaceful and quiet enjoyment of the Premises hereby demised during the term of this Lease.

25. No Offer to Lease. TVA provided this Lease to Lessor for review. It is not an offer to lease and shall not be binding unless and until it is fully executed and delivered by TVA and Lessor.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease by each of their duly authorized and respective representatives.